

Intellectual Property Policy

Date of Approval: September 15, 2016
November 22, 2022

Mandatory Review Date: November 22, 2027

Approved By:
 Board of Governors
 PVP

Effective Date: November 22, 2022

1. Purpose

The purpose of this Policy is to set out Sheridan's position regarding the creation, ownership, protection and communication of Intellectual Property (IP) in the context of activities carried out at Sheridan.

If you require this document in an accessible format or with communication supports please contact equity@sheridancollege.ca

2. Scope

This Policy applies to all Members of Sheridan and includes IP identified, created and/or developed either independently while at Sheridan or in collaboration with external entities.

3. Definitions

“Administrative and Operational Activities” means activities that are required to maintain the effective operation of Sheridan. This includes Course Management Materials, governance, budgeting, financial planning, human resources, procurement, and other business activities.

“Collaborative Research Agreement” means a formal legal agreement entered into between Sheridan and one or more academic, industry and/or community partners that outlines the conditions under which all parties will collaborate with one another on a research project.

“Contractor” means a person or corporation who provides goods and/or services to Sheridan under terms specified in a written agreement, and who does not have an employment relationship with Sheridan.

“Contributor” means a person or agency who contributes to the creation of IP.

“Copyright” means such rights as are recognized in the Canadian *Copyright Act*, R.S.C. 1985, c. 10 (1st Supp.) and its related revisions, together with international treaties related to Copyright and, for convenience of reference, includes the right to produce or reproduce material or a

substantial part of it in any form. Such rights also include the right to perform or publish the material or any substantial part of it. Examples of material that is protected by Copyright includes dramatic, literary, musical, artistic works and computer programs.

“Course Management Material” means material that is necessary for the proper administration of an academic course, such as Course Outlines, assignments, exams, evaluations and academic feedback.

“Course Outline” means an official public document copyrighted by Sheridan and made available to all Students at the beginning of every course. It is available for all Sheridan approved courses, with a course defined as a statement of intentional learning for which credit is assigned and recorded. It forms the basis for a contract among the Student, the professor and Sheridan.

“Creator” means a person (or several co-creators) who creates Intellectual Property in accordance with applicable legislation.

“Employee” means a person under the employ of Sheridan either:

- (a) On a full-time, ongoing basis either under the terms of the Academic Employees Collective Agreement, the Support Staff Collective Agreement, or the Terms and Conditions of Employment for Administrative Employees; and/or
- (b) On a less than full-time, and/or temporary basis under the terms of Part Time Support Staff Collective Agreement or any other employment agreement.

“Idea” means any conception that exists as a result of mental understanding, awareness or activity.

“Informed Consent” means an agreement, approval or consent to take action or to allow something to take place only after knowing all the relevant facts.

“Instructional Material” means material that is used for the purposes of teaching and/or instruction of Students and pedagogical preparation of faculty at Sheridan, and includes, but is not limited to lectures, slideshow and/or PowerPoint presentations, instructor’s notes, manuals, and guides.

“Intellectual Property (IP)” means creations of the mind, such as inventions, literary and artistic works, designs, and symbols, names and images used in commerce. IP is protected in law by, for example, patents, copyright and trademarks which enable people to earn recognition or financial benefit from what they invent or create.

“License” means an agreement that is legally binding and by which an owner of IP grants someone an exclusive or non-exclusive permission to make, construct, use or sell to others such IP for certain purposes and/or under certain conditions. A License does not produce a change in ownership in respect of the licensed IP.

“Members of Sheridan” include Students, course participants, Employees, , Board of Governors members, members of committees, societies or associations established or recognized by Sheridan, Contractors/Subcontractors hired by Sheridan (including Sheridan’s Work-Integrated

Learning Partners), providers of service, volunteers, visitors or guests, applicants for admission or employment, and others who attend on campus, or who are otherwise connected to Sheridan's operations.

“Research” means an inquiry/investigation or activity conducted by a Sheridan Employee and/or Student that makes a productive, intellectual or creative contribution which advances the knowledge base and adds to developments in their fields. At Sheridan, Research can often mean research and development activities directed at solving a specific challenge faced by an external partner and may be carried out with teams of Students working under the guidance of faculty or staff and in collaboration with external partners.

“Royalty” means a payment made to an owner(s) of Intellectual Property for the use of his/her/their property, especially Copyright material and Trademarks. Royalties when defined by an enforceable contract or other arrangement are legally binding. Royalty payments are typically made by those who wish to use licensed IP.

“Scholarly Work” means a work that is eligible for protection under Canadian and/or foreign IP law, and which is created in the course of teaching, learning and/or Research at Sheridan. Scholarly Works may include, but are not necessarily limited to: books, published papers, research reports, inventions, Instructional Material, materials protected by Copyright, academic work submitted by Students (including assignments, theses, capstone), works of art, and/or research data. Scholarly Works shall not include Sheridan Trademarks.

“Student” means any individual who is admitted, enrolled or registered for study at Sheridan. Individuals who are active in a program, but not enrolled in classes for a particular term (e.g. on a scheduled break or coop term) are considered to have a continuing student relationship and are included in the definition of Student.

“Trademark” means such protectable subject matter as is recognized in the Canadian *Trade-marks Act* (R.S.C., 1985, c. T-13) , as amended from time to time, together with all foreign equivalents or analogous subject matter to same as is recognized for protection under the laws of other jurisdictions outside Canada and, for convenience of reference, includes words, symbols, pictures or designs (or combination of these) that are used to distinguish goods or services of one person or organization from those of others in the marketplace.

4. Policy Statement

This Policy is to be read in conjunction with Sheridan's Commercialization Policy.

Sheridan's position on the creation, ownership, protection, and communication of IP is informed by the following principles:

- **Excellence:** Sheridan encourages the free-flowing exchange of Ideas in order to foster research excellence;
- **Respecting Rights:** A balance will be struck between the rights of Creators with that of Sheridan and relevant parties;
- **Compliance:** Sheridan will comply with applicable legislation and contractual obligations; and

- **Innovation:** Sheridan supports the creative and intellectual pursuits that advance knowledge and have the potential to provide benefits to our communities.

4.1 Scholarly Works at Sheridan

- a) IP created in Scholarly Works at Sheridan belong to the Creator(s) of the IP. This includes Scholarly Works created by Employees and/or Students.
- b) Such rights can only be modified or waived through Informed Consent of the Creator(s) of the IP.
- c) When Scholarly Work is funded and/or is undertaken pursuant to a contract or Collaborative Research Agreement, the ownership of IP rights may be determined in whole or in part by the terms of the contract or Collaborative Research Agreement or the rules created by the funder and/or external party.
- d) While at Sheridan, Members of Sheridan can use Scholarly Works that other Members of Sheridan have created at Sheridan for the purpose of teaching and/or Research activities at Sheridan. Such use must be Royalty-free and non-commercial and will be subject to suitable IP safeguards.
- e) Members of Sheridan are not permitted to use Scholarly Works of others for paid consultative or contract work without the express written consent of the Creator(s) of the Scholarly Works unless the Scholarly Works have been specifically and explicitly prepared with this purpose.
- f) Sheridan shall be granted a worldwide, non-exclusive, non-transferable, irrevocable, fully paid-up and Royalty-free Licence to copy and use Scholarly Works at Sheridan, including the right to make derivative works from or modifications and improvements to same. Scholarly Works may not be made available to anyone outside of Sheridan without the written consent of the Creator(s).

The License will:

- be for the purposes of Research, teaching, learning (including online/remote and continuing education courses) and administration carried on at Sheridan.
- Include the right for Sheridan to sublicense to Members of Sheridan the right to use, execute, distribute, communicate, perform, display and reproduce Scholarly Works at Sheridan for the purposes of Research, teaching, learning (including online/remote and continuing education courses) and administration carried on at Sheridan.
- Not provide for any commercial rights.

4.2 Collaborative Research

Sheridan supports Research undertaken in collaboration with others, and encourages collaborators to specify in advance how the rights to any IP generated will be determined. Where Sheridan enters into an agreement with an external party that may lead to the creation of IP, Sheridan will ensure that a Collaborative Research Agreement sets out the respective IP rights of the parties.

4.3 Administrative and Operational Activities

IP created from Administrative and Operational Activities belongs to Sheridan. This material is usually created by Employees as part of their employment duties (e.g., the creation of Course Management

Materials).

4.4 Third Party Agreements

Where there is an agreement between Sheridan and a collaborating external organization, industry partner or any other third-party that addresses IP arising from the collaboration, the creation, development, acquisition, ownership, use, maintenance and management of said IP shall be dealt with in accordance with the terms of such agreement.

4.5 Contributions and Sharing of Proceeds

Suitable recognition shall be given to all Contributors to IP created at Sheridan. In addition, Creators of IP shall recognize any direct or indirect support provided by Sheridan in the creation of IP.

In the absence of any written agreement, if IP created as a Scholarly Work creates revenue, the proceeds of such commercial use will be shared by all those who have made an intellectual contribution to its creation, in proportion to their contribution. A Contributor can waive entitlement to such proceeds. Owners of IP may grant a share in such proceeds to Sheridan at their discretion. Creators of IP are responsible for the protection of their IP rights at their own cost.

4.6 Respect of Laws and Regulations

Sheridan, Members of Sheridan and other Sheridan-affiliated people shall respect all applicable provincial and federal laws and regulations.

4.7 Dispute Resolution

The Office of General Counsel will be responsible for navigating disputes that relate to the application of this Policy in consultation with other departments, as necessary.

4.8 The Responsible Office

The Office of General Counsel and Sheridan Research Office shall be the responsible offices that will have the authority to interpret and assist in the administration of this Policy.

5. Related Documentation

[Conflict of Interest Policy](#)
[Intellectual Property at Sheridan](#)
[Research Integrity Policy](#)
[Human Participants Policy](#)
[Sheridan Research Office](#)
[Use of Copyright Protected Work Policy](#)